



201300122324

DECLARATION 1/17



# RULES AND REGULATIONS for

## 509 Elm Place Residences Association, Inc.

**RULES AND REGULATIONS  
FOR 509 ELM PLACE RESIDENCES ASSOCIATION, INC.**

**TABLE OF CONTENTS**

PART I.	GENERAL PROVISIONS.....	1
PART II.	GENERAL RULES AND REGULATIONS.....	1
PART III.	PARKING/CALL BOXES.....	6
PART IV.	COLLECTIONS.....	6
PART V.	PETS.....	8
PART VI.	ENFORCEMENT.....	10
PART VII.	SCHEDULE OF FINES.....	10
PART VIII.	OCCUPANT INFORMATION RULES.....	10
PART IX.	MOVE IN/MOVE OUT.....	11
PART X.	LEASING AND BACKGROUND CHECK POLICY.....	12
PART XI.	APPROVAL.....	13
PART XII.	CERTIFICATE OF PRESIDENT.....	14

**RULES AND REGULATIONS  
FOR 509 ELM PLACE RESIDENCES ASSOCIATION, INC.**

**PART I. GENERAL PROVISIONS**

These Rules and Regulations (the "Rules") are established by 509 Elm Place Residences Association, Inc., a Texas non-profit corporation (the "Association") for 509 Elm Place Residences, a condominium community, effective as of the date these Rules are recorded in the Real Property Records of Dallas County, Texas. These Rules are promulgated pursuant to the rule-making and rule-enforcement authority granted to the Board of Directors of the Association (the "Board").

These Rules are in addition to the provisions of the Declaration of Covenants, Conditions and Restrictions for 509 Elm Place Residences, a Condominium, recorded in Volume 99125, beginning at Page 00264, and re-recorded in Volume 99125, beginning at Page 06418, of the Official Public Records of Dallas County, Texas, and all amendments and supplements thereto (the "Declaration"), the Articles of Incorporation (the "Articles"), and the Bylaws of 509 Elm Place Residences, a Condominium (the "Bylaws"). In the event of a conflict among statutes and/or documents, the order of governing authority shall be as follows: Texas Uniform Condominium Act (highest), the Declaration, the Articles, the Bylaws, then these Rules (lowest). The Board has been vested with the authority to promulgate, interpret, enforce, amend, and repeal these Rules.

These Rules replace in their entirety any and all rules and regulations previously adopted by the Board.

Reference is hereby made to the Declaration, the Articles and Bylaws for all purposes, and any and all capitalized terms used herein shall have the meanings set forth in the Declaration, the Articles and the Bylaws, unless otherwise specified in these Rules.

The Declaration, Articles, Bylaws, and these Rules may be referred to collectively herein as the "Governing Documents".

Notwithstanding anything contained herein or in the Bylaws to the contrary, any conflict between the provisions of the Bylaws and these Rules related to fines, these Rules shall control over the provisions in the Bylaws.

**PART II. GENERAL RULES AND REGULATIONS**

1. All occupants of Units, guests and invitees, fourteen (14) years of age and younger must be under the direct supervision of an adult Owner (or adult lessee of an Owner) or adult member of an Owner's family (or lessee's family) at all times. Each Owner (and lessee of an Owner) shall be responsible for providing such supervision for such occupants, guests and invitees of his Unit and shall be liable for any damage to

other Units and/or the General Common Elements caused by all occupants, guests or invitees of such Owner (or lessee of an Owner).

2. Any common (or limited common for the benefit of more than one Unit) sidewalks, driveways, entrances, halls and passageways shall not be obstructed or used by any Owner or lessee for any purpose other than ingress to and egress from the Units and General Common Elements.

3. No article shall be placed on or in any of the General Common Elements except for those articles of personal property which are the common property of all of the Unit Owners or so located on the Association's behalf.

4. Owners, members of their families, their guests, residents, tenants or lessees shall not use sidewalks, driveways, entrances, halls and passageways as a gathering or recreational area(s).

5. No decoration, painting or article may be placed upon and no work of any kind may be done upon the exterior Building walls, upon the General Common Elements or upon the Limited Common Elements by any Owner, resident, or lessee. No changes can be made in or to the General Common Elements or the Limited Common Elements without prior written approval of the Board.

6. No Owner or occupant may install wiring for electrical or telephone installation or for any other purpose, nor may any machines, or air conditioning units be installed on the exterior of the Project or be installed in such a manner that they protrude through the walls, windows or the roof of any Building or are otherwise visible from the ground, except as may be expressly authorized in writing by the Board. Further, no Owner or occupant shall interfere in any manner with any portion of the plumbing, heating, air-conditioning or lighting apparatus which is part of another Unit, the General Common Elements or the Limited Common Elements and not part of the Owner's Unit.

7. Use of any facilities of the Project will be made in such manner as to respect the rights and privileges of other Owners or occupants.

8. Owners and occupants shall not make or permit to be made loud, disturbing, or objectionable noises, and shall not use or permit to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb Owners or occupants of other Units. Further, Owners and occupants shall not make or permit to be made noxious odors in such manner as may tend to disturb Owners or occupants of other Units.

9. All trash must be placed in sealed plastic bags prior to being put in the trash chute on each floor of the Building. The trash chute shall only be used between the hours of 8:00 a.m. and 9:00 p.m. Oversized trash and paper cartons shall be first disassembled, or cut into small pieces, prior to being placed in the trash chute. If an

Owner or occupant wishes to have large quantities of trash and cartons removed, he shall notify the Property manager to arrange for pick-up. To the extent that the Association maintains a Recycle Bin (herein so called), only recyclable items may be placed inside the Recycle Bin. Under no circumstances may any trash or items be left outside a Unit, or on a balcony. In the event trash is improperly deposited and the Board determines that it must be removed, the Board may cause the trash to be removed, and levy a fine against the Unit and its Owner. Each time the Board must remove improperly deposited trash shall be considered a new and separate violation subject to a fine.

10. The Association assumes no liability for, nor shall it be liable for, any loss or damage to articles stored in storage areas, if any. Any damage to the Building, the General Common Elements or the Limited Common Elements caused by an Owner or occupant or their respective guests shall be repaired at the expense of that Owner.

11. All draperies or drapery linings or shutters or blinds visible from the exterior of any Unit shall be of a neutral, white or off-white non-glare color. No window shall be covered with aluminum foil or similar material.

12. No garments, rugs, or any other items shall be hung from the windows, balconies or any of the facades of the Building. No exterior clothes lines shall be erected, and there shall be no outside laundering or drying of any garments.

13. No exterior shades, awnings, window film, window guards, ventilators, fans or air conditioning devices shall be used in or about the Building, the General Common Elements or the Limited Common Elements except as are approved in writing by the Board. After approval, if an Owner shall fail to keep such approved item in order, repair and/or proper appearance, the Board or building manager may remove such item and the cost of such removal shall be the responsibility of the Owner of such Unit. Any such item shall not be replaced without the further written consent of the Board.

14. Water closets and other water apparatus in a Unit shall not be used for any purposes other than those for which they were constructed nor shall any sweepings, trash, rags, paper, ashes, or any other article be thrown into the same. Any damage resulting from misuse or clogging of any water closet or other apparatus shall be paid for by the Owner in whose Unit it shall have been caused. All clothes washers shall use a low sudsing detergent. Water shall not be left running for an unreasonable or unnecessary length of time. Owners shall close all exterior window and doors when necessary to avoid possible damage from storms or the elements.

15. Owners are prohibited from placing "for sale", "for rent", or any other signs, advertising or posters in or around the General Common Elements or the Limited Common Elements or displaying signs visible to the public in or around any Unit or any portion of the Project, except for such material as may be permitted by the Board to be displayed by Owners on any General Common Element bulletin board, if any.

16. No more than three (3) individuals may occupy a two (2) bedroom Unit on a

permanent occupancy basis, and no more than two (2) individuals may occupy a one (1) bedroom Unit on a permanent occupancy basis. Provided, however, that in determining the number of bedrooms in a Unit, a den may be counted as a bedroom. For purposes of this paragraph "permanent occupancy" shall be defined as any occupancy in excess of thirty (30) days not separated by intervals of at least six (6) months. It is not the intent of this provision to exclude from a Unit any individual who is authorized to so remain by any local, state or federal law. If it is found that this definition is in violation of any law, then this provision shall be interpreted to be as restrictive as possible to preserve as much of the original provision as allowed by law.

17. No Owner shall modify or alter in any way the structure or appearance of any balcony area. All balconies shall at all times be kept in clean and neat condition, free of debris and trash. Each Owner will take care that the cleaning of the balcony does not annoy or inconvenience other Owners. A balcony may not be enclosed or used for storage purposes. In addition, the weight of items such as hanging plants or furniture is subject to the Board's approval. Balconies shall not be used for storage purposes except in the individual storage room of such Unit, if any, nor shall any Owner fence in, wire in or in any other way enclose any such area. If an Owner allows the balcony pertaining to his Unit to become cluttered or unsightly in any manner, he shall be given notice of such fact by the Board or Property manager. The Owner shall be required to correct such condition within ten (10) days of the notice and if he fails to do so, then the Association may correct such discrepancy (including the removal of any unsightly items) and/or repair or refurbish the balcony at the Owner's expense. The cost incurred by the Association shall be specially assessed to the Owner and is supported by the assessment lien created in the Declaration. No grilling is permitted on a balcony.

18. The exercise room and other available recreational facilities may be used by Owners, occupants and/or their guests. All such other persons must abide by any and all rules pertaining to such use as enacted by the Board.

19. No firearms including, but not limited to, bb guns, pellet guns, and/or air guns, are permitted in the General Common Elements. No Owner shall use or permit to be brought into or stored in his Unit or in the Building any inflammable oils or fluids such as gasoline, kerosene, naphtha, benzene, or other explosives or articles deemed hazardous to life, limb or property without in each case obtaining the prior written consent of the Board or the Property manager.

20. No exterior antennas, aerials, satellite dishes, or other apparatus for the reception of television, radio, satellite or other signals of any kind shall be affixed or attached to the General Common Elements, without prior written approval by the Board. No exterior antennas, aerials, satellite dishes, or other apparatus shall be permitted which transmit television, radio, satellite or other signals of any kind shall be affixed, attached, allowed, or maintained upon any portion of the Project. The Association, by promulgating this Rule, is not attempting to violate the Telecommunications Act of 1996 ("the 1996 Act"), as same may be amended from time to time. This Rule shall be interpreted to be as restrictive as possible while not violating the 1996 Act.

21. Owners and occupants and their respective guests may not disable security or intrusion devices, nor shall they prop open doors to the General Common Elements or amenities. Each Owner and occupant shall comply with all security related procedures established by the Board. Any additional, alteration or modification to the security system or life safety device installed in the Unit must have prior written approval of the Board and shall be coordinated with the Building security system. No security system utilizing tear gas, sirens or any items designed to emit a loud noise or offensive odor or to injure shall be permitted in any way.

22. To prevent sound impact noise, the floor of each Unit must be covered with rugs or carpets equal to 75% of the square footage of the entire floor area. All rugs or carpets must have padding underneath. All hard surface floor material (wood, ceramic tile, marble, etc.) installed in a Unit must have sound insulation material (Tarquett/Gulfstar Quiet Cor or equivalent) installed underneath. Floors may not be cut or drilled. All floor modifications must have prior written consent of the Board.

23. No Owner shall engage any employee of the Board or the Property manager for any private business of the Owner without the prior written consent of the Board.

24. The Board and the Property manager may retain a passkey to each Unit, which key may be used only for entry to the Unit in a manner provided in the Declaration. No Owner shall alter any lock on any door leading into his Unit without the prior written consent of the Board. If such consent is given, the Owner shall provide the Board with a key for the Board's or Building manager's use.

25. Any consent or approval given under these Rules by the Board shall be revocable at any time.

26. The Board may delegate enforcement of any and of these Rules to the Building manager.

27. EACH OWNER OR OCCUPANT OF A UNIT IS DEEMED TO BE AWARE OF AND TO HAVE KNOWLEDGE OF THESE RULES, AND EACH OWNER'S OR OCCUPANT'S GUESTS AND INVITEES ARE DEEMED TO BE AWARE OF AND HAVE KNOWLEDGE OF THESE RULES. ANY CLAIM BY AN OWNER OR OCCUPANT THAT HE WAS UNAWARE OF AND/OR IGNORANT OF THE RULES AND GOVERNING DOCUMENTS SHALL NOT EXCUSE ANY FAILURE TO ABIDE BY THE RULES AND GOVERNING DOCUMENTS.

28. The security personnel and Property manager for the Project shall not be used by any Owner or occupant to provide or arrange access to a Unit for vendors, technicians, repairmen, service people and/or deliveries. If access to a Unit is required for any such services, the Owner or occupant shall make such arrangements on his own and shall not use the security personnel or Property manager for such purposes.

29. An Owner or occupant is responsible for repairs within his Unit as set forth in the Declaration. The Association and the Property manager are not responsible for repairs to, or arranging for repairs of, those items in a Unit which are the responsibility of the Owner or occupant.

30. As used in these Rules, any reference to the masculine, feminine or neutral gender shall include all genders, the plural shall include the singular, and the singular shall include the plural when the context requires or permits.

31. The article, paragraph and section headings and captions contained herein are inserted for purposes of convenience and identification only and shall not be considered in construing or interpreting these Rules.

32. These Rules may be added to, amended, revised and /or replaced at any time and from time to time by the Board.

### **PART III. PARKING/CALL BOXES**

33. No vehicle belonging to or under the control of an Owner, occupant, their respective guests or employees shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the Project. Vehicles shall be parked within designated parking areas only and in no event parked within any portion of a fire lane. No vehicle shall be abandoned or stored on any part of the Project and no vehicle shall be permitted to remain in an inoperable condition on any part of the Project. Vehicles without current inspection, current license plates, or current registration shall be considered abandoned or stored, and may be towed at the owner's expense.

34. Every vehicle must have a current vehicle registration sheet on file with the Association.

35. No trailers, boats, oversized recreational vehicles, campers or motorcycles are to be permitted on or in the parking area or garage serving the Building.

36. The 501 Elm Place Building Management Company is responsible for programming an Owner's or occupant's telephone number in the security access call box, the entrance mechanism for the Building and the intrusion gate. Such programming is not performed by the Association or the Property manager. The Owner or occupant of a Unit is solely responsible for contacting the 501 Elm Place Building Management Company to arrange for such programming.

### **PART IV. COLLECTIONS**

37. In the event that an assessment account balance (including fines and/or other charges) remains unpaid ten (10) days from the due date, the Board may direct the Property manager to send a past-due notice to each Owner with a delinquent account



setting forth all assessments, interest and other amounts due. Such notice may be sent by regular mail, email or may be posted on the door of the Unit.

38. All payments received on an Owner's account shall be applied as set forth in the current Association's Policy for the Application of Funds (the "Policy") as filed in the Official Public Records of Dallas County, Texas. The Board may add to, amend, revise and/or replace the Policy at any time and from time to time.

39. The acceptance of a partial payment on an Owner's account does not constitute a waiver of the Association's right to collect the full outstanding balance due on said Owner's account. An Owner will be charged a fee for any check that is returned or Automatic Clearing House (ACH) debit that is not paid as a result of Non-Sufficient Funds (NSF). The Board shall establish such fee from time to time. The Association reserves the right to refuse to accept any partial payment or payment that includes limiting instructions-whether recited directly on the form of payment or in any correspondence included therewith. The inclusion of address information that differs from the mailing address information last provided in writing by the Owner to the Association shall not constitute a written indication of new mailing address information.

40. At the sole discretion of the Board, an Owner's account may be referred to the Association's attorney for collection. Upon referral of the account to the Association's attorney, the attorney is authorized to take whatever action is necessary as set out herein.

41. One or more of the following actions may be taken upon referral to the Association's attorney with regard to a delinquent Owner not protected by federal bankruptcy law. The Board, at its sole discretion and after consideration of circumstances regarding the Owner's account, may direct the Association's attorney to alter the order of or eliminate certain of the following actions:

- (a) **Demand Letter**. A Demand Letter (herein so called) is to be sent if the past-due amounts are not paid pursuant to the notice referenced in paragraph 35, said Demand Letter to allow thirty (30) days to pay the delinquency.
- (b) **Notice of Claim of Assessment Lien**. If payment pursuant to the Demand Letter referenced in 39(a) is not received, a Notice of Claim of Assessment Lien may be filed in the Official Public Records of Dallas County, Texas.
- (c) **Notice to Lienholder(s)**. Pursuant to Section 82.113(h) of the Texas Uniform Condominium Act, as the same may be amended or modified, if an Owner defaults in the Owner's monetary obligations to the Association, the Association may, but is not required to, notify other lien holders of the default and the Association's intent to foreclose its lien.

- (d) **Foreclosure Sale.** If payment pursuant to the Notice of Claim of Assessment Lien described in 39(b) is not received within thirty (30) days from the date thereof, the Association may proceed with posting the Owner's Unit for an assessment lien foreclosure sale.

42. Alternatively, if amounts due are not paid, the Association may consider and/or pursue judicial foreclosure and/or any other legal remedy available to the Association.

43. After obtaining a judgment against an Owner, post-judgment remedies will be considered on a case-by-case basis in the sole discretion of the Board.

44. Upon receipt of any notice of a bankruptcy of an Owner, the account shall be turned over to the Association's attorney.

45. Nothing contained herein, not otherwise required by the Declaration, shall require the Board and/or the Association to take any of the specific actions contained herein. The Board shall have the right, but not the obligation, to evaluate each delinquency on a case-by-case basis as it, in its sole and exclusive discretion, deems reasonable.

46. All amounts received and credited pursuant to the Policy, shall be applied first to the oldest debt in each category continuing to be applied until all charges have been satisfied in a category, then moving to the next category and again applying payments to the oldest debt, on so on, until all funds have been applied against amounts owed.

47. The failure of an Owner to receive a statement or invoice for a monthly assessment does not relieve the Owner from the responsibility of paying such assessment. The monthly assessments are due regardless of whether or not a statement or invoice is received by an Owner.

48. Any check or money order remitted by an Owner as payment of an assessment, fine, fee or other charge shall clearly indicate the name of the Owner and the Unit number.

## **PART V. PETS**

49. Cats, dogs, or other animals or birds or reptiles (hereinafter for brevity termed "animals") shall be kept in such a manner so as not to disturb the other Owners. If an animal becomes obnoxious to other Owners, the Owner or person having control of the animal shall be given a written notice by the Board and/or the Property manager to correct the problem, or if not corrected, the Owner, upon written notice, shall be required to remove the animal. No Owner or occupant shall keep any animal which poses a threat to the health or safety of others. No animal is permitted outside of a Unit unless on a leash or held.

50. Any permitted pets must conform to any applicable animal control ordinances

and laws.

51. Although permitted pets may be kept in Units as herein provided, pets may not be kept, kenneled, or stored in any parking space, storage space, or patio at any time. A permitted pet must be maintained inside the Unit. No Owner or occupant may confine a pet to a balcony when the Owner or occupant is absent from the Project, and no Owner or occupant may use a balcony as a latrine area for a pet.

52. Subject to these Rules, an Owner or occupant may keep in a Unit up to 2 permitted pets (other than aquarium fish) with a combined weight limit of not more than eighty (80) pounds. Permitted house pets are limited to domesticated dogs (gentle in disposition), cats, caged birds, and aquarium fish. If required by any law, ordinance, government rule or regulation, any such pet(s) must be appropriately vaccinated, to include rabies, and licensed through the appropriate municipal or city department. Permitted pets also include specially trained animals that serve as physical aids to handicapped person, regardless of the animal's size or type.

53. No Owner may keep a dangerous or exotic animal, trained attack dog, or any other animal determined by the Board in its sole discretion to be a potential threat to the well-being of people or other animals. No animal or pet may be kept, bred, or maintained for any commercial purpose. Pets or animals belonging to guests, friends, or relatives of Owners or occupants are prohibited, even for short visits or temporary stays. Any animal which is deemed to be a dangerous animal, in the sole discretion of the Board, shall be, upon demand made by the Board and/or the Property manager, permanently removed and prohibited from the Project. Any animal which is deemed to be a dangerous animal by any governmental authority is prohibited from entering or being kept on the Project.

54. No animal or pet may be leashed or tied to a stationary object in or on the General Common Elements.

55. OWNERS ARE RESPONSIBLE FOR ANY PROPERTY DAMAGE, INJURY, OR DISTURBANCE SUCH OWNER'S PET MAY CAUSE OR INFLICT AND MUST COMPENSATE ANY PERSON INJURED OR OTHERWISE DAMAGED BY SUCH OWNER'S PET. AN OWNER WHO KEEPS A PET AT THE PROJECT IS DEEMED TO INDEMNIFY AND AGREES TO HOLD HARMLESS THE BOARD, THE ASSOCIATION, AND OTHER OWNERS AND TENANTS, FROM ANY LOSS, CLAIM, OR LIABILITY OF ANY KIND OR CHARACTER WHATSOEVER RESULTING FROM ANY ACTION OF SUCH OWNER'S PET OR ARISING BY REASON OF KEEPING OR MAINTAINING THE PET AT THE PROJECT.

56. Pets must only use designated areas, if any, to relieve themselves, however, at no time may a pet relieve itself inside the General Common Elements. Owners and occupants shall remove, and are responsible for the removal of, their pet's wastes from the Project. The Board may levy a fine against a Unit and its Owner each time feces or urine are discovered on the General Common Elements and attributed to an animal

living within said Unit.

57. If an Owner's or occupant's pet violates these Rules, or if a pet creates a nuisance, odor, unreasonable disturbance, or noise, the Owner or occupant may be given a written notice by the Board to correct the problem. After the first written warning, fines as set forth in these Rules may be assessed for subsequent violations. If violations occur repeatedly, the Owner or occupant upon written notice from the Board and/or the Property manager, may be required to remove the pet. Each Owner or occupant agrees to permanently remove the violating animal from the Project within ten (10) days after receipt of such removal demand from the Board and/or the Building manager.

58. An Owner or occupant who has a handicap which would prevent him from complying with these Rules regarding pets may receive a variance by the Board, but the Board is not obligated to provide any such variance.

#### **PART VI. ENFORCEMENT**

59. Any complaint about a violation of these Rules must be made in writing by the person who witnessed the violation, and must identify the type of violation, the date of violation, and must be signed by the witness to the violation and delivered to the Board and/or the Property manager.

60. Enforcement of these Rules shall be by the Board, or its designee(s). The Board, at its discretion, may delegate the power to interpret and the duty to enforce these Rules to a duly appointed committee.

#### **PART VII. SCHEDULE OF FINES**

61. The Board has authorized the following fines for violations of these Rules and/or the Governing Documents:

First Violation:	\$75.00
Second Violation:	\$150.00
Third and all subsequent violations:	\$225.00

62. Any and all fines assessed for a violation of the Rules and/or the Governing Documents shall be due and payable within ten (10) days of the assessment of such fine.

63. The Owner will be responsible for the actions of all occupants of the Unit and their guests and invitees, and any fines will be assessed against the Owner's Unit and shall constitute a lien on the Owner's Unit.

#### **PART VIII. OCCUPANT INFORMATION RULES**

64. Not later than thirty (30) days after the date of acquiring an interest in a Unit, the Unit Owner shall provide the Association with:

- a. the Unit Owner's mailing address, email address, if any, telephone number, and driver's license, if any;
- b. the name, email address, if any, telephone number, and driver's license number of all persons occupying the Unit other than the Owner;
- c. the name, mailing address, email address, if any, and telephone number of any person managing the Unit as agent of the Unit Owner;
- d. the license plate number, make, model and year for all vehicles the Unit Owner will park on or at the Project; and
- e. the license plate number, make, model and year for all vehicles that any occupants or persons will park on or at the Project.

65. A Unit Owner shall notify the Association not later than the thirty (30) days after the date the Owner has either actual or constructive notice of a change in any information required by these Occupant Information Rules ("OIRs"), and shall provide the information on request by the Association from time to time.

66. It shall be the sole responsibility of the Unit Owner to ensure the Association's records reflect the correct occupant information as setout herein.

67. All current Owners shall provide the information herein within thirty (30) days of the enactment of these Rules.

68. Violations of the OIRs shall be enforced using any remedy available to the Association, including, but not limited to, the fining and enforcement provision of the Rules.

69. The Unit Owner shall give a copy of the Rules to any tenant and/or occupant of the Owner's Unit on or before the first day that such person or persons begin occupying the Owner's Unit. THE UNIT OWNER SHALL ALSO ADVISE ANY TENANT AND/OR OCCUPANT TO READ THE RULES AND THAT THE RULES AND OTHER GOVERNING DOCUMENTS CAN BE FOUND ON THE ASSOCIATION'S WEBSITE, THAT BEING [WWW.509ELMPLACEDALLAS.COM](http://WWW.509ELMPLACEDALLAS.COM).

#### **PART IX. MOVE IN/MOVE OUT**

70. An Owner is required to advise the Property manager of the date or dates that he will be moving into or out of a Unit. Such notice must be at least thirty (30) days prior to the date or dates that such move-in or move-out will occur. The purpose of this is to allow for arrangements to be made for such move. This includes, but is not limited to, providing time to investigate whether the moving company or moving personnel have the appropriate insurance and to arrange for the padding of the elevator. The failure of an Owner to provide such notice may result in the moving company or moving

personnel being barred from the Building.

71. This notice requirement also applies to any occupant of a Unit.

## **PART X. LEASING AND BACKGROUND CHECK POLICY**

In order to ensure a uniform and systematic procedure for leasing Units in the Project, all Owners are required to abide by the Rules concerning leasing and background checks ("Occupant" as used in this Part IX of the Rules shall mean all current or future tenants of any Unit, or any other person, other than an Owner, who might in any manner utilize a Unit or the facilities of the Project).

72. **Prohibited Crimes.** Prohibited Crimes shall mean robbery or aggravated robbery; aggravated assault, murder, prostitution; criminal gang activity; discharge of firearms; gambling; manufacture, sale or use of illegal drugs; and manufacture or sale of alcoholic beverages, or a crime related to sexual behavior that would require the Occupant to register as a sexual offender. No Occupant may reside in a Unit if the individual has been convicted of Prohibited Crime. In the event that an Occupant is convicted or is placed into deferred adjudication for a Prohibited Crime, the Occupant shall immediately notify the Association in writing via certified mail return receipt requested. The Occupant must vacate the Unit within seven (7) days of his/her conviction or placement into deferred adjudication.

73. **Unit Owner Responsibility.** A Unit Owner shall have the sole and absolute responsibility to conduct a criminal background check on the Occupant within forty-eight (48) hours prior to the commencement, renewal or month-to-month extension of a lease of a Unit. Such background check must include using the Occupant's social security number in addition to the Occupant's name. The Board, in its sole discretion, may request production of the lease agreement or background check at any time. It shall be the sole responsibility of the Unit Owner to ensure that each Occupant of the Unit, as setout herein, is at all times in compliance with the terms of this portion of the Rules. In that regard, a Unit Owner shall provide each Occupant of a Unit with a copy of these Rules. THE UNIT OWNER SHALL ALSO ADVISE ANY TENANT AND/OR OCCUPANT TO READ THE RULES AND THAT THE RULES AND OTHER GOVERNING DOCUMENTS CAN BE FOUND ON THE ASSOCIATION'S WEBSITE, THAT BEING WWW.509ELMPLACEDALLAS.COM.

74. **Enforcement.** All Unit Owners and Occupants shall comply with the terms of this portion of the Rules. Failure of a Unit Owner or Occupant to comply shall be grounds for action by the Association, which may include, without limitation, by damages, fines, injunctive relief and/or any other remedies as provided for the Governing Documents and/or as otherwise provided by law, or any combination thereof. In addition to all other remedies, the Board, in its sole and absolute discretion, may assess fines, in accordance with applicable law, against a Unit Owner or Occupant for failure of a Unit Owner or Occupant, his/her family, guests, invitees, lessees or employees, to comply with the terms of this portion of the Rules.

75. **Amount of Fines.** The Board may assess fines, in accordance with applicable law, against the offending Unit Owner or Occupant on a per diem basis for the duration of the existence of the violation(s) of this portion of the Rules. The amount of the fine shall be determined in the sole and absolute discretion of the Board. Any fines assessed against a Unit Owner or Occupant for a violation of this portion of the Rules shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may otherwise be legally entitled.

**PART XI. APPROVAL**

Approved on this 18<sup>th</sup> day of April 2013, by the Board of Directors of the 509 Elm Place Residences Association, Inc.

*[Signature page follows]*

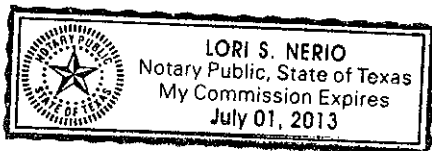
**PART XII. CERTIFICATE OF PRESIDENT**

I hereby certify as President of 509 Elm Place Residences Association, Inc. that the foregoing Rules and Regulations of 509 Elm Place Residences Association, Inc. were approved by a majority of the members of the Board of Directors on the 18<sup>th</sup> day of April, 2013, at which a quorum was present.

*[Signature]*  
X \_\_\_\_\_  
David Miller

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

This instrument was acknowledged before me on the 19<sup>th</sup> day of April, 2013, by David Miller, the President of 509 Elm Place Residences Association, Inc. for the purposes herein expressed and in the capacity herein stated.



*Lori S. Nerio*  
\_\_\_\_\_  
Notary Public – State of Texas

LORI S NERIO  
\_\_\_\_\_  
Printed Name of Notary

My Commission Expires 07/01/13



Filed and Recorded  
Official Public Records  
John F. Warren, County Clerk  
Dallas County, TEXAS  
04/19/2013 02:20:46 PM  
\$76.00



A handwritten signature in black ink, appearing to be "JFW", is written over the seal.

201300122324

AFTER RECORDING, PLEASE RETURN TO:

DAVID. A. LUBIN, ESQ.  
D. WOODARD GLENN, PC  
2626 COLE AVENUE, SUITE 510  
DALLAS, TX 75204-1052